



WELLS FARGO LEASING CORPORATION

425 CALIFORNIA STREET • SAN FRANCISCO, CALIFORNIA 94104 • (415) 396-3129

RECORDATION NO. 13316-A Filed 1425

APR 23 1982 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

April 21, 1982

2-113AC85
No. 1 APR 23 1982
Date.....
Fee \$ 60.00

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APR 23 10 32 AM '82
I. C. C.
FEE OPERATION BR.

The Honorable Agatha L. Mergenovich
Secretary
Interest Commerce Commission
Washington, D.C. 20423

Washington, D. C.

Dear Secretary:

I am an attorney for Wells Fargo Leasing Corporation, the manager of six parallel lease transactions involving railroad rolling stock and in this capacity, I have been requested by the parties to one of those transactions referred to below to submit the original and one counterpart of the enclosed document for filing pursuant to Section 11303 of Title 49 of the U. S. Code.

The enclosed document is an Amendment to the equipment lease, a secondary document, and is dated as of January 1, 1982. The primary document to which it is connected is recorded under Recordation No. 13.316.

The names and addresses of the parties to the documents are as follows:

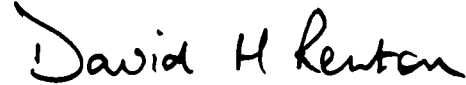
Wells Fargo Leasing Corporation 425 California Street San Francisco, California 94104	(Lessor)
Richmond Leasing Company 1700 West Loop South, Suite 1500 Houston, Texas 77027	(Lessee)
Richmond Tank Car Company 1700 West Loop South, Suite 1500 Houston, Texas 77027	(Guarantor)
Chemical Business Credit Corp. 55 Water Street, Suite 1822 New York, New York 10087	(Secured Party)

The Honorable Agatha L. Mergenovich
Page 2
April 21, 1982

A description of the equipment covered by this document is set out in the primary document. The Amendment does not affect the equipment subject to the Equipment Lease.

A fee of \$10 is enclosed. Please return the original to me at the above address.

Very truly yours,

A handwritten signature in black ink that reads "David H. Renton". The signature is written in a cursive style with a large, stylized 'D'.

David H. Renton
Assistant General Counsel

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

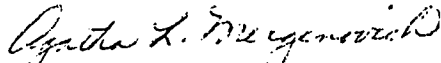
April 23, 1982

David H. Renton
Assistant General Counsel
Wells Fargo Leasing Corporation
425 California Street
San Francisco, California 94104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/23/82 at 10:40AM, and assigned re-recording number(s). 13316-A, 13318-A, 13320-A, 13322-A, 13324-A, & 13326-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13316-A
Filed 1425

Recordation No. 13.316

APR 23 1982 - 11 40 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT

THIS AMENDMENT dated as of January 1, 1982 is entered into between WELLS FARGO LEASING CORPORATION (the "Lessor") and RICHMOND LEASING COMPANY (the "Lessee") to amend that certain Equipment Lease dated as of November 12, 1981 between the Lessor and the Lessee (the "Lease").

I. The first paragraph of Section 3(b) of the Lease is hereby amended to read as follows:

'(b) Interim Rent. The Lessee shall pay to the Lessor as "Interim Rent" for each Item of Equipment subject to this Lease one (1) payment which shall be in an amount equal to the product of: (x) the Owner's Cost times (1) 1% above the "Prime Rate" on the Closing Date divided by 365 times (2) the number of days from and including the Closing Date to but not including the "Basic Rent Commencement Date".'

The remainder of Section 3(b) remains unchanged.

II. Section 3(d)(ii) of the Lease is amended to read in its entirety as follows:

'The installments of Basic Rent for each Item of Equipment shall be due and payable on the 4th day of each July and each January during the term hereof commencing July 4, 1982 and with a final payment due on January 4, 1997 ("Basic Rent Dates"). If any of the Basic Rent Dates is not a Business Day, the rent payment otherwise payable on such date shall be payable on the next succeeding Business Day.'

III. Section 17(i) of the Lease shall be completed so that the reference to the Participation Agreement in the third line of that Section shall be to Section 8(m) of the Participation Agreement.

IV. With respect to the Lease as a whole, it is hereby agreed between the Lessor and the Lessee that the following provision expresses their mutual understanding:

'Severability. If any Item of Equipment or portion of the Lease attributable to such Item of Equipment is ever determined by the Internal Revenue Service to fail to qualify for the safe harbor provisions of Section 168(f)(8) of the Code, to the extent possible, the parties intend that the remaining Items of Equipment or portion of the Lease attributable to such Items of Equipment shall continue to qualify for the safe harbor provisions of Section 168(f)(8) of the Code. Nothing in this provision shall be interpreted to impair any of the Lessor's rights or remedies that arise upon the occurrence of an Event of Default.'

IN WITNESS WHEREOF, the parties have executed this amendment as of the day, month and year first above written.

RICHMOND LEASING COMPANY

WELLS FARGO LEASING CORPORATION

By *Jim [Signature]*
Its Vice President

By *[Signature]*
Its Vice President



By *Edward [Signature]*
Its Sr. Vice Pres.

The undersigned, being the Guarantor of the Lessee's obligations under the Lease, hereby consents to the foregoing Amendment and agrees to guaranty to the Lessor the Lessee's performance under the Lease as so amended.

RICHMOND TANK CAR COMPANY

By *Jim [Signature]*
Its Vice President
Date 2/17/82

The undersigned, being the holder of a security interest in the Lease granted by the Lessor, hereby consents to the foregoing Amendment and agrees to hold as its collateral the Lessor's interest in the Lease as so amended.

CHEMICAL BUSINESS CREDIT CORP.

By *Jeffrey B. [Signature]*
Its VP
Date 3/24/82

STATE OF
COUNTY OF

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) SS:
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On this February 17, 1982, before me personally appeared Wm. A. Herring to me personally known, who being by me duly sworn, says that he is Vice President - Finance of Richmond Leasing Company; that said instrument was signed on behalf of said corporation by authority of its Board of Directors or its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Adelia M. Castro
Notary Public

(Notarial Seal)

ADELIA M. CASTRO
Notary Public In and for the State of Texas
My Commission expires March 6, 1984

My Commission Expires _____

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

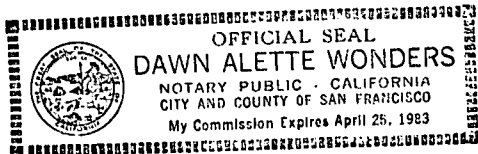
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On this March 26, 1982, before me personally appeared JOHN L. CASSELL, JR and EDWARD G. ZAIK, personally known, who being by me duly sworn, says that they are VICE PRES. + SR. VICE PRES, RESPECTIVELY of Wells Fargo Leasing Corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dawn Alette Wonders
Notary Public

(Notarial Seal)

My Commission Expires 4-25-83



STATE OF
COUNTY OF

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) SS:
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On this February 17, 1982, before me personally appeared Ami A. Nerning to me personally known, who being by me duly sworn, says that he is Vice President - Finance of Richmond Tank Car Company; that said instrument was signed on behalf of said corporation by authority of its Board of Directors or its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Adelia M. Castro
Notary Public

ADELIA M. CASTRO
Notary Public in and for the State of Texas
My Commission Expires March 6, 1984

(Notarial Seal)

My Commission Expires _____

STATE OF
COUNTY OF

NY
NY

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) SS:
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On this 22 March, 1982, before me personally appeared Isidoro B. Neri personally known, who being by me duly sworn, says that he is VP of Chemical Business Credit Corp.; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen Wells
Notary Public

KATHLEEN M. WELLS
Notary Public, State of New York
No. 31-016764
Qualified in New York County
Commission Expires March 30, 1983

(Notarial Seal)

My Commission Expires _____